

**AMENDMENT NO. 1
TO THE
AMPHITHEATER EVENT MANAGEMENT AGREEMENT**

This Amendment No. 1 to the Amphitheater Event Management Agreement (the "Amendment") is entered into this ____ day of _____, 2009, by and between West Valley City, a municipal corporation of the State of Utah (the "City"), and Pristine Alpine Entertainment, LLC, a Utah limited liability company ("PAE"), collectively, the City and PAE are referred to as the "Parties." Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in

WITNESSETH

WHEREAS, the Parties entered into the Amphitheater Event Management Agreement (the "Original Agreement") on June 17, 2003, for the purpose of providing certain management services related to the Amphitheater owned and operated by PAE; and

WHEREAS, the Parties desire to amend certain provisions in the Original Agreement as provided herein.

AGREEMENT

NOW THEREFORE, in consideration of the covenants and promises contained in this Amendment, the Parties agree as follows:

- 1. Purpose.** It is the purpose of this Amendment to adjust the payments made by PAE to the City by reducing the Annual Payment and adding a per ticket payment as set forth below.
- 2. Amendment to Consideration.** Section 6 of the Original Agreement is hereby deleted and replaced in its entirety with the following:

"6. Consideration. In consideration of the performance of the above-referenced obligations by the City, during the term of this Agreement PAE hereby agrees as follows:

- A. Commencing in 2006, PAE shall pay to the City the sum of \$75,000 each year for the City Services (the "Annual Payment"). The Annual Payment shall be made in three (3) equal installments of \$25,000 each with a payment being made on the first day of May, August, and October of each year of this Agreement.
- B. The Annual Payment set forth in Section 6.A. above shall be increased each May 1, beginning in 2010. The increase in the Annual Payment shall be equal to the actual dollar increase over the prior year in

the amount the City pays to the Contractor to provide the City Services. By way of example, and for purposes of clarification only, if the City pays the Contractor \$100,000 in 2009 and \$103,000 in 2010, the Annual Payment for 2010 shall be increased by \$3,000, which shall be paid, prorated, according to the three installments set forth in Section 6A above. The City agrees to provide PAE with 30 days written notice prior to West Valley City Council's consideration of any amendment or modification to its agreement with the Contractor that would cause an increase in the Annual Payment. In the event of any such amendment or modification that causes an increase in the Annual Payment, the City agrees that the Annual Payment shall be renegotiated by the Parties.

C. PAE agrees that, in addition to the Annual Payment, it shall make a payment to the City of Seventy Five Cents (\$0.75) for each paid ticket to an Amphitheater event in excess of 130,000 in paid attendance during any calendar year (the "Attendance Payment"). Once paid attendance for any calendar year has reached 130,000, PAE shall make the Attendance Payment to the City within ten (10) business days following each event for the remainder of the year. PAE agrees to keep accurate records of each event and agrees to provide the City with such documentation as may be reasonably requested to confirm the number of paid tickets sold for events at the Amphitheater during each season.

D. The Parties agree that they shall meet in October of each remaining year of this Agreement to evaluate and adjust the Attendance Payment amount and attendance threshold for the following year as they may mutually agree. If the Parties do not agree to an adjustment in the Attendance Payment and/or the attendance threshold, then the formula used in the previous year shall remain in place.

E. All payments shall be delinquent if not paid on or by the date due. Any such delinquent sums shall bear interest at a rate of one percent (1%) per month until paid. Payments made after a delinquency shall be applied first to accrued interest and then to the principal sums due.

F. As additional consideration, the Parties agree that the Arena and the Amphitheater shall participate in cross-ticketing promotions which will allow the suite holders of either facility to certain advance purchase rights with respect to events held at the other facility. This ticketing policy is set forth more fully in Exhibit B, which is attached to this Agreement."

3. Amendment to Notice. Section 23 of the Agreement is hereby amended to delete and replace the name and address of Cary D. Jones with the following:

Kenneth A. Okazaki
Jones Waldo Holbrook & McDonough

170 South Main Street
Suite 1500
Salt Lake City, Utah 84101

4. The Parties acknowledge that upon execution of this Amendment, the other Party is not in default of any of its obligations under the Agreement and that there are no facts which would give rise to any default under the Agreement.

5. All other terms and conditions of the Original Agreement not specifically amended herein shall remain unchanged and in full force and effect. Any conflicts between the language of the Original Agreement and the terms and intent of this Amendment shall be construed in favor of the Amendment.

[Signature Page Follows]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its behalf and its seal to be hereunto affixed and attested; and PAE has caused the same to be duly executed in its behalf, on or as of the day and year first above written.

THE CITY:

Dennis J. Nordfelt, Mayor

Attest:

Sheri McKendrick, City Recorder

PAE:
PRISTINE ALPINE ENTERTAINMENT,
LLC

By: James C. McNeil, Jr.,
Its: Managing Member

STATE OF _____)
:ss
COUNTY OF _____)

On this _____ day of _____, 2009, personally
appeared before me **James C. McNeil, Jr.**, whose identity is personally known to me or
proved to me on the basis of satisfactory evidence, and who affirmed that he is the
Managing Member, of **Pristine Alpine Entertainment, LLC**, limited liability
company, by authority of its members or its articles of organization, and he
acknowledged to me that said limited liability company executed the same.

Notary Public